

United States Court of Appeals

Fifth Circuit

**F I L E D**

February 6, 2004

**IN THE UNITED STATES COURT OF APPEALS**

Charles R. Fulbruge III  
Clerk

**FOR THE FIFTH CIRCUIT**

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No. 03-50732

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DRESNER INVESTMENT SERVICES, INC.

Plaintiff-Appellee,

versus

AGILITY CAPITAL, INC. F/K/A  
AUTOBOND ACCEPTANCE CORPORATION

Defendant-Appellant.

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Appeal from the United States District Court  
for the Western District of Texas

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Before BENAVIDES, STEWART, and DENNIS Circuit Judges.

PER CURIAM:\*

Defendant-Appellant, Agility Capital, Inc. (“Agility”) appeals the decision of the district court granting Plaintiff-Appellee, Dresner Investment Services, Inc.’s (“Dresner”) motion for summary judgment. The district court held that the language in a disputed financial advisor agreement (“Agreement”) required Agility to pay Dresner a fee for its assistance in securing Agility a \$20 million equity line of credit (“Equity Line”) at the time the Equity Line was secured rather than when Agility

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\*Pursuant to 5TH CIR. R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

actually drew funds from it.

The parties agree that the Agreement is unambiguous. Based on our *de novo* review of the district court's summary judgment decision, the Agreement, and the applicable law, we affirm the district court's grant of summary judgment in favor of Dresner for essentially the reasons enunciated by the district court. Fed. R. Civ. P. 56 (e); Little v. Liquid Air, Corp., 37 F.3d 1069, 1075 (5th Cir. 1994) (en banc); Instone Travel Tech Marine & Offshore v. International Shipping Partners, Inc., 334 F.3d 423, 428 (5th Cir. 2003).

AFFIRMED.